4452

BILL NO. S-79-04-20

SPECIAL ORDINANCE NO. S-80-79

AN ORDINANCE approving Sewer Contract No. 305-78, between the City of Fort Wayne, Indiana and Land Excavating, Inc., Contractor, for Southtown Mall Lift Station Elimination.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated April 4, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Land Excavating, Inc., Contractor, for:

> installation of a sanitary sewer in the area of Hanna Street, Tillman Road and in Tillman Park. Said installation of sewer to result in Southtown Mall Lift Station elimination,

under Board of Public Works Sewer Contract No. 305-78, at a total cost of $163,852.50, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and ~~the City Plan Commission~~ for recommendation) and Public Hearing to be held after due legal notice, at the ~~Council~~ Chambers, City-~~County Building, Fort Wayne~~, Indiana, on ~~_____~~, the ~~_____~~ day of ~~_____~~, 19~~__~~, at ~~_____~~ o'clock ~~__~~ M., E.S.T.

DATE: 4-24-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	/				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-22-79

Charles W. Westerman/pre
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-80-79 on the 22nd day of May, 1979.

ATTEST: (SEAL)

Charles W. Westerman/pre
CITY CLERK

Winfield C. Moses Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 1979, at the hour of 11:37 o'clock A. M., E.S.T.

Charles W. Westerman/pre
CITY CLERK

Approved and signed by me this 1st day of June, 1979 at the hour of 9:00 o'clock A M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-04-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving Sewer Contract No. 305-78, between the City of Fort Wayne, Indiana and Land Excavating, Inc., Contractor, for Southtown Mall Lift Station Elimination

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

5-22-79
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

FORT WAYNE, IND.
FILED
CHARLES W. WESTERMAN
CITY CLERK

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded a Contract to Land Excavating in the amount of $163,852.50 for construction of the Southtown Mall Lift Station Elimination, under Sewer Resolution No. 305-78. Construction of this sewer and elimination of Southtown Mall Lift Station hopefully will provide relief for overflow condition existing at certain times during year at open ditch near John Street and U. S. #27.

Therefore, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately to insure completion this Summer.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry R. Wehrenberg
HENRY R. WEHRENBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep

APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

C

6/-103-14 CSF/1 4/4/79

CONTRACT NO. 305-78

THIS CONTRACT made and entered into in triplicate this 4th day of April, 1979, by and between LAND EXCAVATING, INC., an Indiana Corporation, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works, herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of a sanitary sewer as follows:

LINE A:
Beginning at an existing manhole located 10± L.F. south of and 25± L.F. East of the Southwest corner of space now or formerly owned by the City of Fort Wayne, Indiana, as recorded by Instrument No. 69-20363, more commonly known as Tillman Park; thence extending generally Easterly on a meandering line a distance of 2200± L.F. terminating at a proposed manhole located 1780± L.F. South of and 28± L.F. East of the intersection of the centerlines of Hanna Street and Tillman Road.

LINE B:
Beginning at a proposed manhole located 1780± L.F. South of and 28 L.F. East of the intersection of the centerlines of Hanna Street and Tillman Road; thence extending generally Northerly a distance of 480± L.F. to a proposed manhole located 15± L.F. North of and 50± L.F. East of the Southeast corner of space now or formerly owned by the City of Fort Wayne, Indiana, as recorded by Instrument No. 69-20363, more commonly known as Tillman Park; thence Westerly a distance of 445± L.F. terminating at a proposed manhole located 15± L.F. North of and 395± L.F. West of the aforementioned Southwest corner of said Tillman Park.

LINE C:
Beginning at a proposed manhole located 1780± L.F. South of and 28± L.F. East of the intersection of the centerlines of Hanna Street and Tillman Road; thence extending generally Easterly a distance of 1400± L.F. terminating at an existing manhole located 20± L.F. North of and 80± L.F. East of the Southwest corner of space now or formerly owned by Southtown Realty Company as recorded in Deed Book 697, pages 17-19, more commonly known as Southtown Mall.

Said sewer shall be 8" and 24" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11023, Sheet 1 through 10, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $163,852.50. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

24" RCP Class III	Twenty-four and 45/100 Dollars	$ 24.45
24" RCP Class IV	Thirty-two and 30/100 Dollars	32.30
8" VCP C-700	Thirteen and 10/100 Dollars	13.10
CFW Std. MH Type 1-A	Ten Hundred Eighty-five and 00/100 Dollars	1,085.00
#73 Stone Backfill	Seven and 50/100 Dollars	7.50
Special Gravel Backfill	Four and 70/100 Dollars	4.70
Seeding & 2" Mulch	No and 25/100 Dollars	0.25
Broadcast Seeding	No and 10/100 Dollars	0.10
8" Deep Strength Asphalt	Nineteen and 10/100 Dollars	19.10
Double Chip & Seal 22' Min. Width	One and 40/100 Dollars	1.40
Crushed Stone to be Used for surface of Driveways	Five and 00/100 Dollars	5.00
New Fence Replacement	Two and 20/100 Dollas	2.20
6" "T" or "Y" Extended to P.L. or E.L. Including Permit	Two Hundred Sixty and 00/100 Dollars	260.00
Brush and Tree Removal (complete job)	Sixteen Hundred Fifty and 00/100 Dollars	1,650.00
4" thru 12" Field Tile Replacement	Eight and 40/100 Dollars	8.40
12" CMP Gage 14 Drive Culvert Replacement	Twelve and 60/100 Dollars	12.60
6" High Density Polyethylene	Twenty-two and 25/100 Dollars	22.25
18" CMP Gage 14 Culvert Replacement	Sixteen and 00/100 Dollars	16.00
12" Deep Reventment Rip Rap	Eight and 10/100 Dollars	8.10
24" CL55 CLDIP with Adaptors	Eighty-eight and 85/100 Dollars	88.85
Lift Station Removal Complete	Fifty-eight Hundred Fifty and 00/100 Dollars	5,850.00

ALTERNATES:

12" RCP CL IV	Twenty-three and 30/100 Dollars	23.30
12" CL55 CLDIP with Adaptors	Forty-nine and 90/100 Dollars	49.90

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached. and incorporated herein and made a part hereof. (NE/1 - NE/3).

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. In the event this contract is not executed prior to April 1, 1979, the prescribed scale of wages established for the period of time in which execution of this contract occurs shall prevail in lieu of the attached scale of wages. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 305-78
B. Instructions to Bidders for Contract No. 305-78
C. Contractor's Proposal Dated February 9, 1979
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11023
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted February 26, 1976 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Special Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 150 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

BY: Jack T. Braun
, President - Vice

BY: Benjamin T. Fletcher
, Secretary

OWNER:

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong
Robert E. Armstrong, Mayor

ATTEST:

Ursula Miller
Ursula Miller, Clerk

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

APPROVED AS TO FORM AND LEGALITY:

Barry J. Barker

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1979.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

LAND EXCAVATING, INC.
(Name of Contractor)

3333 Engle Road, Fort Wayne IN 46801
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and American States Insurance Company
(Name of Surety)

Indianapolis IN
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of one hundred sixty-three thousand eight hundred fifty-two dollars and fifty cents Dollars ($163,852.50) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 28th day of March, 1979, for construction of:

A sanitary sewer to serve areas South of Tillman Road and East of the Saint Mary's River and to eliminate the existing lift station at Southtown Mall, all construction to be within parts of the Northeast Quarter of Section 35 and the North half of Section 36 in Wayne Township, Allen County, Indiana.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11023, Sheet(s) 1 through 10 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) (number) counterparts, each one of which shall be deemed an original, this 28th day of March, 19 79 .

ATTEST:

Ben F. Fletcher
(Principal) Secretary

[SEAL]

Marilyn S. Biddle
(Witness as to Principal)

3333 Engle Road
(Address)

Fort Wayne, Ind 46809

LAND EXCAVATING, INC.
(Principal)

BY: Jack Y. Braun [S]

3333 Engle Road
(Address)

Fort Wayne IN 46801

AMERICAN STATES INSURANCE COMPANY
Surety

ATTEST:

(Surety) Secretary

[SEAL]

Nancy L. Davies
Witness as to Surety

O'Rourke, Andrews & Maroney, Inc.
(Address)

By Gerald C. Kramer Jr.
Attorney-in-Fact
Gerald C. Kramer, Jr.
O'ROURKE, ANDREWS & MARONEY, INC.
(Address)
127 W. Berry St., 1200 Commerce Bldg.
Fort Wayne IN 46801

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

LAND EXCAVATING, INC.
(Name of Contractor)

3333 Engle Road, Fort Wayne IN 46801
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and American States Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of one hundred sixty-three thousand eight hundred fifty-two dollars and fifty cents Dollars ($163,852.50) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 28th day of March 19 79, for the construction of:

A sanitary sewer to serve areas South of Tillman Road and East of the Saint Mary's River and to eliminate the existing lift station at Southtown Mall, all construction to be within parts of the Northeast Quarter Section 35 and the North Half of Section 36 in Wayne Township, Allen County, Indiana.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No.SY-11023, Sheet(s) 1 through 10 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modivication thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) (number) counterparts, each one of which shall be deemed an original, this 28th day of March, 1979.

ATTEST:

LAND EXCAVATING, INC.
Principal

Ben F. Fletcher
(Principal) Secretary

[SEAL]

By Jack F. Braun [S]

3333 Engle Road,
(Address)

Fort Wayne IN 46801

Marilyn S. Biddle
Witness as to Principal

3333 Engle Road
(Address)

Fort Wayne, Ind. 46809

American States Insurance Company
Surety

ATTEST:

By Gerald C. Kramer Jr.
Attorney-in-Fact
Gerald C. Kramer, Jr.

(Surety) Secretary

[SEAL]

Nancy K. Rivers
Witness as to Surety

O'ROURKE, ANDREWS & MARONEY, INC.
(Address)
127 W. Berry St., 1200 Commerce Bldg.
Fort Wayne IN 46801

O'Rourke Andrews & Maroney Inc.
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint GERALD C. KRAMER, BERNARD M. NIEZER,

LOUIS H. ANDREWS, CURTIS C. HILL, GERALD C. KRAMER, JR., FRED L. TAGTMEYER, AND WALTER E. MANSKE

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed TWO MILLION AND NO/100 ($2,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 25th day of July

A. D. 19 78.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Thomas M. Ober
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 25th day of July, A. D., 19 78, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation, and that he executed the above instrument.

January 10, 1981
My Commission Expires

Linda J. Cannon
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney in Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 28th

day of March, A. D., 19 79.

(SEAL)

Thomas M. Ober
Assistant Secretary

Form 9-1459 (12-72)

WK/1

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1979.
In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS		RATE PER HR.	PSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S		12.60	55¢	1.25			3if
BOILERMAKER	S		13.25	1.17½	1.00		3¢	
BRICKLAYER	S		11.14	45	50		1	4if
CARPENTER (BUILDING)	S		10.89		6%		8	2if
(HIGHWAY)	S		10.23	60	60		5	2if
CEMENT MASON	S		9.70	75	80		1	
ELECTRICIAN	S		12.35	50	3%+40		6	
ELEVATOR CONSTRUCTOR	S		11.63½	89½	69	8%	6	
GLAZIER	S		10.79		25	40	4	25¢holidays
IRON WORKER	S		11.80	90	1.30		2	2if
LABORER (BUILDING)	S-SS US		7.70-8.70	70	50		9	
(HIGHWAY)	S-US-SS		7.60-8.45	70	50		9	
(SEWER)	S-US-SS		7.60-8.40	70	50		9	
LATHER	S		10.94		50		1	2if
MILLWRIGHT & PILEDRIVER	S		11.22		6%		8	2if
OPERATING ENGINEER (BUILDING)	S-SS US		8.10-11.90	55	65		9	
(HIGHWAY)	S-SS-US		8.16-10.87	55	65		8	
(SEWER)	S-SS-US		8.16-10.87	55	65		5	
PAINTER	S		9.25-10.25	50	65		12	6misc.
PLASTERER	S		10.08	60	80			
PLUMBER & STEAMFITTER	S		12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S		8.75-10.80					
ROOFER	S		10.90		10			
SHEETMETAL WORKER	S		12.09	50	60		10	39¢sasmi 14if
TEAMSTER (BUILDING)	S-SS US		9.18-10.13	26.00pw	31.00pw			
(HIGHWAY)	S-SS-US		8.75½-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF [illegible], 19[illegible]

[signature]
REPRESENTING GOVERNOR, STATE OF INDIANA.

[signature]
REPRESENTING THE AWARDING AGENT.

[signature]
REPRESENTING STATE A.F.L. & C.I.O.

APPLICATION FOR PERMIT TO CUT INTO AN ALLEN COUNTY ROAD

Permit No. MP 5432

Name of Road Hanna

To the ALLEN COUNTY HIGHWAY DEPARTMENT
Permit Engineer
Fort Wayne, Indiana

Township Wayne

Addition

Fort Wayne, Indiana, January 26, 19 79

I hereby make application for a PERMIT to cut into

LOCATION:—County Road Hanna, Township Wayne, at the following described location:
South of Tillman Road (see plans)

THE TYPE OF ROAD SURFACE where the cut is to be made is gravel

NATURE OF OPENING TO BE MADE:—The opening to be made will be see plans feet long in right-of-way, and feet long in road surface by see plans feet wide, and see plans feet deep.

PURPOSE OF OPENING:— To install sanitary sewer Res. 305-78 (Refer to attached plans)
South of Tillman Road

LIST OF PRICES CHARGED FOR A PERMIT TO CUT INTO AN ALLEN COUNTY ROAD as per schedule on the reverse side of this sheet.

CHARGE:—Enclosed please find my certified check for ($ 20.00) Dollars. If in completing the work a wider cut is made in the road surface than that specified in this application, I will, upon completion of said work, remit to the ALLEN COUNTY HIGHWAY DEPARTMENT an additional charge. ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE COUNTY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO ITS CONDITION IMMEDIATELY PRIOR TO THE APPLICANT'S DAMAGE OR CUT ($ DOLLARS).

MAINTENANCE BOND:—A maintenance bond will be required on each permit which will be one hundred per cent (100%) of the estimated cost of labor and materials to restore the county property cut into or damaged by the applicant to its condition immediately prior to the applicant's damage or cut, which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by Allen County Permit Engineer upon notification of completion of said work. (NO BOND REQUIRED IF ESTIMATED COST OF RESTORATION IS LESS THAN $300.00).

RESPONSIBILITY:—If this application to cut into the road surface is granted, and if the inside face of trench is within three (3) feet of the edge of the road surface, I hereby agree to backfill the trench of the said opening with bank run gravel or crushed stone, which will be thoroughly compacted by tamping in layers not to exceed four (4) inches in depth to within twelve (12) inches of the present surface and to dispose of all surplus material and also to replace the remaining twelve (12) inches within the trench opening as per existing conditions prior to making trench, except that portion of the trench which is in the travelled road, the remaining twelve (12) inches will be backfilled with coarse gravel or crushed stone, maintained in a smooth and uniform condition for a period of not less than four (4) weeks after traffic is again permitted to pass over the filled trench, until such time the surface shall be replaced to existing conditions unless otherwise provided by special provisions.

For any cut other than the aforementioned conditions that is granted, I hereby agree to backfill the trench of said cut by thoroughly tamping the backfilling in layers not exceeding four (4) inches deep, unless provided by special provisions.

I further agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right-of-way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights required to safely direct traffic over or around the part of the road where the above-described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or road improvements necessitate and when requested to do so by the Allen County Permit Engineer;

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

To notify the ALLEN COUNTY PERMIT DEPARTMENT in writing five (5) days in advance of the time of beginning the work done under this permit; and to mail a copy of this notice to its local HIGHWAY SUPERINTENDENT: also, to notify the local HIGHWAY SUPERINTENDENT either by telephone or telegraph the day preceding the beginning of the work;

To restore the county property cut into or damaged, including said road and lateral cuts by applicant to its condition immediately prior to the applicant's damage or cut to the satisfaction of the ALLEN COUNTY COMMISSIONERS, ALLEN COUNTY HIGHWAY SUPERINTENDENT AND THE ALLEN COUNTY PERMIT ENGINEER.

GRANT OF PERMIT TO CUT INTO COUNTY RIGHT-OF-WAY

The Allen County Permit Engineer hereby grants to a permit to cut into the Allen County highway right-of-way described herein, on condition that said applicant file with the County Highway Department a Maintenance Bond in the amount of ($).

This permit shall expire one year from the day of JAN 29 1979, 19, unless actual work has begun on the above-mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Highway Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE-DESCRIBED BOND IS FILED.

If any person shall install a pipeline, conduit or private drain across or along any county highway, or shall block or damage any county highway, without first obtaining a permit therefor and filing with the Highway Permit Engineer a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding One Thousand Dollars ($1,000.00).

Signature of Applicant [signature]

Address

Approved:

ALLEN COUNTY PERMIT ENGINEER

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 19____, by and between _____ (herein called Escrow Agent), City of Fort Wayne, Indiana (herein called Owner), and _____, (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated _____, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.

2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.

3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

a. In the manner directed by the joint written authorization of the Owner and Contractor.

b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

WPCCON
JOB N
STORED EE #5

c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall consitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to-IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

a. A charge of _____ for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement

b. An additional charge of _____ for the second twelve month period, such charge to be assessed at the end of the second year or upon termination of the agreement

c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shal be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

(ESCROW AGENT)

BY _____

(CONTRACTOR)

(OWNER)

ITS BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____ ("Escrow Agent") to advance to the Contractor the sum of _____ Dollars ($_____) pursuant to Section 3 of the Escrow Agreement dated _____, 19____, by and between the aforementioned parties, including accrued income, less the escrow fee.

(OWNER)

BY _____

Its Board of Public Works

LAND EXCAV., INC.
(CONTRACTOR)

BY Jack T. Brown
Vice-President

Contract No. 305-78

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between _____, Contractor, and City of Fort Wayne, Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated _____ for the construction of _____; and

WHEREAS, by the terms of said contract, Owner is entitled to retain portions of the payments due and to become due to the Contractor on account of said work; and

WHEREAS, Contractor has the right to have said funds placed in an interest bearing escrow account; and

WHEREAS, Contractor desires to waive said right and agrees to accept the principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontractors, workmen and materialmen, does hereby waive his right to have retainage placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due without interest thereon.

_____
Contractor

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY _____

BY _____

BY _____

Contract No. 305-78

NOTICE OF AWARD

TO: _____

_____

_____

_____

_____

PROJECT Description: _____

_____

_____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____. (Provisions added here).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19_____.

_____
Owner

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day

of _____ 19___

_____

BY_____

Title _____

NOTICE TO PROCEED

To: _____

_____

_____

_____

_____

Date: _____

Project: _____

_____

_____

_____

You are hereby notified to commence work in accordance with the Agreement dated _____, 19____, on or before _____, 19_____, and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 19_____.

_____
Owner

BY_____

Title_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____,

this the _____ day

of _____, 19_____

_____

BY_____

Title _____

CHANGE ORDER

Change Order No. _____ Resolution No. _____
Project No. _____ Board Order No. _____
Name of Project _____ Date _____

To: _____
(Contractor)

Gentlemen:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Quantity	Description of Change Description	Unit Price	Change in Contract Price Decrease	Increase
			Total Decrease		
			Total Increase		
		Net (Decrease) (Increase)	Contract Price		

The sum of $_____ is hereby (added to) (deducted from) the total contract price and the final contract price shall be adjusted as follows:

Original Contract Price $_____
Current Contract Price Adjusted by Previous Change Order $_____
New Contract Price Including This Change Order $_____

The time provided for completion in the contract for this project is (unchanged) (increased) (decreased) by _____ calendar days due to this Change Order. The date for completion of all work shall be _____. Furthermore, this document shall become an amendment to the contract and all provisions of the contract shall apply hereto.

Recommended by: _____ (Chief Engineer) Date _____

Accepted by: _____ (Contractor) Date _____

Approved by: _____ (City Engineer) Date _____

Approved by: _____ (Owner) Date _____

_____

_____

Attested by: _____ (Clerk) Date _____

Change Order No._____

Resolution No._____

Board Order No._____

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change:_____

2. Will proposed change alter size of the project? Yes_____ No_____

   If yes, explain

3. Affect on operation and maintenance cost of this project:

_____

Engineer

4452

TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWER CONTRACT NO. 305-78 - SOUTHTOWN MALL LIFT STATION ELIMINATION

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

1-75-04-20

SYNOPSIS OF ORDINANCE SEWER CONTRACT NO. 305-78, FOR THE INSTALLATION OF A SANITARY SEWER IN THE AREA OF HANNA STREET, TILLMAN ROAD AND IN TILLMAN PARK. SAID INSTALLATION OF SEWER TO RESULT IN SOUTHTOWN MALL LIFT STATION ELIMINATION. CONTRACTOR FOR THE PROJECT IS LAND EXCAVATING, INC. IN THE AMOUNT OF $163,852.50.

PRIOR APPROVAL ACQUIRED APRIL 3, 1979

(CONTRACT ATTACHED)

EFFECT OF PASSAGE SOUTHTOWN MALL LIFT STATION ELIMINATION

EFFECT OF NON-PASSAGE NO SERVICE TO HANNA STREET, TILLMAN ROAD AND TILLMAN PARK AREA, AND THE SOUTHTOWN MALL LIFT STATION ELIMINATION WOULD NOT BE ELIMINATED AS PLANNED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

PARTICIPATION:

PARK BOARD	$ 58,750.00
SOUTHTOWN	39,087.13
CITY UTILITIES	41,320.65
LOCAL TAP IN CHGE	55,734.72
	$194,892.50

CONSTRUCTION CONTRACT	$163,852.50
ENGINEERING & INSPT.	31,040.00
TOTAL CONSTRUCTION COST	$194,892.50

ASSIGNED TO COMMITTEE

EP